

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

KARABELAS FURS, INC.

and

Case 2-CA-24713

LOCAL 1-3, FLM-FJC, UNITED
FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL--CIO

July 31, 1991
DECISION AND ORDER

By Chairman Stephens and Members Ciacraft and Raudabaugh
Upon a charge filed by the Union October 22, 1990, the General Counsel of

the National Labor Relations Board issued a complaint against Karabelas Furs, Inc., the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent has failed to file an answer.

On June 17, 1991, the General Counsel filed a Motion for Summary Judgment. On June 18 the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 14 days of

service, "all of the allegations in the Complaint shall be deemed to be admitted to be true and shall be so found by the Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose that Counsel for the General Counsel, by letter dated June 3, 1991, notified the Respondent that unless an answer was received by June 12, a Motion for Summary Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

Findings of Fact

I. Jurisdiction

The Respondent, a domestic corporation, is engaged in the manufacture and wholesaling of fur garments at its facility in New York, New York, where it annually, in the course and conduct of its business operations, sells and ships goods and products valued in excess of \$50,000 to enterprises outside the State of New York, and which are directly engaged in commerce. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

At all times material to this proceeding, the Respondent has recognized the Union as the collective-bargaining representative of the Respondent's employees in the following unit, which is an appropriate unit for bargaining within the meaning of Section 9(b) of the Act:

All employees who do matching (for cutting of garments or trimmings), cutting, squaring, operating, mailing, clipping, glazing, ironing, handsewing, striping, finishing, examining, taping, staying, stapling,

stretching, steaming; and also inside sales personnel whose primary function is showroom selling, salesmen, designers, pattern-makers, shipping clerks, porters, pick-up and delivery men, and floor workers; excluding all other employees, guards, and supervisors as defined in the Act.

At all material times, the Union has been, and is, the exclusive representative of employees in the unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, within the meaning of Section 9(a) of the Act.

The United Fur Manufacturers, Inc. (United) was an organization composed of employers engaged in the manufacture of fur garments, which existed for the purpose, inter alia, of representing its employer-members in negotiating and administering collective-bargaining agreements with the Union. At all relevant times, until United was dissolved in or about January 1990,¹ the Respondent was a member of United and, until about February 15, was bound by the collective-bargaining agreement between United and the Union covering employees in the unit. Beginning about January and continuing at various times until October, the Respondent bargained for its own individual contract with the Union with regard to employees in the unit. About October 12 and 15, the Union requested that the Respondent continue to meet and bargain with it for the purpose of entering into a successor collective-bargaining agreement covering the terms and conditions of employment of unit employees. At all times since October 12, the Respondent has failed and refused to meet and bargain with the Union. We find that the Respondent's failure and refusal to bargain constitutes a violation of Section 8(a)(5) and (1) of the Act, as alleged in the complaint.

¹ Henceforth, all dates are in 1990.

Conclusions of Law

By failing and refusing, since about October 12, 1990, to bargain with the Union as the exclusive collective-bargaining representative of its unit employees, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, we shall order the Respondent to bargain, on request, with the Union as the exclusive representative of employees in the unit and, if an understanding is reached, to embody it in a signed agreement.

ORDER

The National Labor Relations Board orders that the Respondent, Karabelas Furs, Inc., New York, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain with Local 1-3, FLM-FJC, United Food and Commercial Workers International Union, AFL--CIO, as the exclusive bargaining representative of employees in the following appropriate unit:

All employees who do matching (for cutting of garments or trimmings), cutting, squaring, operating, mailing, clipping, glazing, ironing, handsewing, striping, finishing, examining, taping, staying, stapling, stretching, steaming; and also inside sales personnel whose primary function is showroom selling, salesmen, designers, pattern-makers, shipping clerks, porters, pick-up and delivery men, and floor workers; excluding all other employees, guards, and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain collectively with the Union as the exclusive representative of employees in the above unit with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment and, if an understanding is reached, embody it in a signed agreement.

(b) Post at its facility in New York, New York, copies of the attached notice marked "'Appendix.'"² Copies of the notice, on forms provided by the Regional Director for Region 2, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "'POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD'" shall read "'POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail and refuse to bargain, on request, with Local 1-3, FLM-FJC, United Food and Commercial Workers International Union, AFL--CIO as the exclusive bargaining representative of our employees in the following appropriate unit:

All employees who do matching (for cutting of garments or trimmings), cutting, squaring, operating, mailing, clipping, glazing, ironing, handsewing, striping, finishing, examining, taping, staying, stapling, stretching, steaming; and also inside sales personnel whose primary function is showroom selling, salesmen, designers, pattern-makers, shipping clerks, porters, pick-up and delivery men, and floor workers; excluding all other employees, guards, and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain collectively with the Union, as the exclusive representative of our employees in the above unit, with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment and, if an understanding is reached, embody it in a signed agreement.

KARABELAS FURS, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 26 Federal Plaza, Room 3614, New York, New York 10278-0104, Telephone 212--264--0360.